

GENERAL CONDITIONS OF SALE No. CGV-032019.V1.0-DJ-US

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I. DEFINITIONS

- a. The terms "we" and "us" refer to XL Airways France:

Legal form: Limited liability company (*Société Anonyme*) with an Executive Board (*Directoire*) and a Supervisory Board (*Conseil de Surveillance*) with share capital of €17,997,200
Address: BP 13760, 95727 Roissy CDG Cedex, France
Registered in the Bobigny Company Register under number 401 858 659
French data protection authority (CNIL) authorization number 1430699
Carrier code shown on Tickets: SE

- b. The term "you" refers to any person who books, purchases and/or benefits from a Service.
- c. The term "General Conditions of Sale" refers to these general conditions of sale, n° CGV-032019.V1.0-DJ- EN, composed of clauses I to X.
- d. The term "General Conditions of Carriage" denotes XL Airways France's general conditions of carriage with reference number CC-032019.V1.0-DJ-FR or any other document that subsequently replaces them.
- e. The term "additional service" denotes Advanced Seat Selection or the purchase of an excess baggage allowance or the purchase of specific meal or any other service incidental to the flight itself, and for which payment has been received in addition to payment for the flight itself.
- f. The term "child" denotes a minor who is over two years of age and has not reached his or her twelfth birthday by the time the journey starts.
- g. The term "coupon" denotes the part of the ticket identified as "valid for travel" or, in the case of an e-ticket, the electronic coupon indicating the exact points between which you, the Passenger, are to be carried. A ticket may include one or more coupons.
- h. The term "baggage allowance" refers to the number of bags that you may carry without having to pay additional fees to the price of the ticket already paid. This baggage allowance is expressed in dimensions, weight and/or number.
- i. The term "day" shall be understood to mean a "calendar day" unless otherwise specified.
- j. The term "infant" denotes a minor who has not reached his or her second birthday.
- k. The term "service" denotes a journey by air or an Additional Service.
- l. The term "website" refers to www.xl.com/us, www.xl.com/en or/and www.xl.com/fr including mobile versions or any other versions developed on a different computer support.
- m. The term "ticket" refers to the document, in paper or paperless (including electronic) form, which confers a right to travel and which is issued by our agent or by a third party. It constitutes the Contract of Carriage.

II. SCOPE OF APPLICATION

1. The General Conditions of Sale concern the services described here, which are offered to consumers or non-business users via various distribution channels:
- 1.1. On the websites www.xl.com; www.xl.com/en; www.xl.com/us; including mobile versions or any other versions developed on a different computer support
 - 1.2. Through our accredited representatives or agents, such as travel agencies;

- 1.3. By telephone using the following numbers:
 - For France: 0892 692 123 (0,35€/minute + price of the call)
 - For other European countries : +33 3 51 86 00 22
 - For the USA: + 877 496 98 89
 - For Mexico : + 01 800 501 82 12
 - For Israel : +972 768 029 029
 -
2. The General Conditions of Sale do not apply to:
 - 2.1. Sales to any corporation with which we are doing business;
 - 2.2. Contracts of carriage formalized by paper or electronic control cards issued under a chartering agreement between us and a tour operator;
 - 2.3. Sales made by unauthorized third parties with whom you have agreed different terms and conditions of sale. In such cases, your only point of contact in relation to your ticket is that third-party seller. However, the General Conditions of Carriage are still applicable to your journey. If you consider that the seller has not properly informed you of the General Conditions of Carriage applicable to your journey, you must contact him. If you or your bag are not transported, or not properly transported, you must make a complaint to us in writing within the time limit laid down under the applicable law. These time limits are given in the General Conditions of Carriage.
3. The booking and purchase of services is open only to people who have unconditionally accepted the General Conditions of Sale and General Conditions of Carriage in their entirety. The General Conditions of Sale and the General Condition of Carriage form an integral part of the contract concluded with us.
4. By booking or purchasing a service:
 - You certify that you have checked beforehand that the services concerned meet your requirements.
 - You certify that you have (i) downloaded the General Conditions of Sale and the General Condition of Carriage onto a permanent and sustainable medium; or (ii) printed them so that you can refer to them later, in particular during the performance of the purchased service.
5. The General Conditions of Sale shall enter into force on March 27th, 2019 and govern all new bookings. This edition supersedes the previous edition.

III. CHARACTERISTICS OF TICKETS

Here, we detail all the general points applicable to all tickets, as well as certain points specific to certain tickets. However, before making your purchase, you should refer to the General Conditions of Carriage, or contact us.

1. Non-transferability of tickets
 - 1.1. Tickets bear the name of their holder and may not be transferred.
 - 1.2. You must produce proof of identity, such as a national identity card or a passport, whenever asked.
 - 1.3. The spelling of names, civility, and first name-surname inversions may be corrected, subject to the payment of:
 - €80 per intervention and per ticket for a long-haul destinations; or
 - €50 per intervention and per ticket for a short- or medium-haul destinations (including Tel Aviv)

In all cases, the request must reach us no later than 72 hours before the scheduled departure of the flight.

- 1.4. If the ticket was purchased by telephone from the call centers or on one of our websites www.xl.com; www.xl.com/en; www.xl.com/us; the correction request must be made by telephone to one of our call centers (refer to article II.1.3) or by email using the address www.xl.com/fr/contactez-nous or on their English versions <https://www.xl.com/us/contact-us> "or" <https://www.xl.com/en/contact-us>". When the purchase has been made by other means, corrections may only be requested from the agency that issued the ticket.

2. Validity of tickets

Unless otherwise specified on the ticket, in these General Conditions of Sale or in the applicable fares (which may limit the period of validity of a ticket depending on the information it contains), a ticket shall be valid for:

- One year from its date of issue;
Or
- One year from the date of the first journey indicated on the ticket, provided that the first journey takes place within one year following the date of issue, whichever is later.

3. Flight times, routes and connections

- 3.1. The complexity of air transport operations is such that we cannot always guarantee strict compliance with scheduled flight times. Nevertheless, we undertake to do everything necessary to transport you and your bag with reasonable care.
- 3.2. Connections are not guaranteed. XL Airways accepts no responsibility or liability whatsoever with regards to ticket purchased from another carrier. Consequently, if you are organizing your travel to your airport of departure or from your airport of arrival yourself, we advise you to book exchangeable or indeed refundable travel tickets in order to avoid any risk of financial loss.

4. Passengers with special needs

The carriage of persons with reduced mobility cannot be refused, unless otherwise provided by the European regulations or the regulations applicable to the journey concerned.

4.1. Infants:

Two types of infant tickets may be available; the choice to grant or not the infant a seat determines the price of the ticket.

If the chosen ticket does not provide the infant a seat, he shall travel on the knees of an autonomous adult attached to him by a specially adapted belt that we lend you for the duration of the flight (Refer to the General Conditions of Carriage).

If the chosen ticket provides a seat for the infant who cannot sit alone, you must provide at your own cost a baby seat approved for air travel. This approved seat must be able to be fixed on the aircraft's seat in accordance with the aeronautical regulations (Refer to the General Conditions of Carriage).

The baggage allowance applicable to infant tickets is detailed in paragraph V below.

4.2. Children traveling alone

- Unaccompanied minors: Minors who have reached the age of 5 but have not yet reached the age of 12 by the time the journey starts and who are traveling alone must be declared to us prior to purchase of the ticket. Unaccompanied children can only be carried if we have given you our consent before you make your purchase.

To purchase a ticket for unaccompanied minors, contact:

- Our call centers (refer to article II.1.3)
 - Any travel agency.
- Minors who have reached the age of 12 may travel alone without any special assistance. However subject to the Carrier's consent at least three (3) business days before the day of the first departure and payment of an additional fee, minors over 12 years and less than 17 years may be treated as Unaccompanied Minors. Booking is only available by phone (see contact details above).

4.3. Passengers with reduced mobility/Disabled passengers

- If you need special assistance due to a disability or reduced mobility, you must contact us as early as possible. We strongly recommend that you inform us of your presence and needs at least 48 hours before the scheduled departure of the flight.
- We recommend that you contact us **before purchasing your ticket** so that we can check that our airline will be able to meet your requirements. If your ticket is already purchased and we are unable to meet the conditions of carriage, we will refund the purchase price.
- Subject to the applicable law and regulations, we may ask for you to travel with an accompanying person if the presence of such a person is necessary (i) for your safety and/or (ii) for your health and/or (iii) if it appears that you do not understand the emergency evacuation instructions and/or (iv) if you are not able to exit the aircraft unassisted in the event of an emergency evacuation. Refer to the General Conditions of Carriage. In some circumstances, we may charge the carriage of the safety assistant. Please contact us.

See more information in the conditions of carriage.

4.4. Corpulent passengers

- Corpulent passengers may be allocated an additional seat free-of-charge if the seat is available at the time of check-in on the day of the flight. However, we may refuse to allow you to travel if a second seat is unavailable in the class in which you are traveling. We therefore recommend that you purchase a second seat when making your initial purchase.
- The choice of two seats side-by-side may be limited due to restricted availability or the layout of the aircraft, as some seats have fixed armrests. Contact us prior to your purchase.

5. Baggage

Some tickets allow their holder, at no additional charge, to carry a quantity of bags (in number and / or weight and / or dimensions), depending on the fare paid, the travel class and the destination.

- The baggage allowance is stipulated on the ticket and in our General Conditions of Sale. You must take it into account to avoid being subject to additional charges to carry your bag on the day of your departure. Prices applicable to excess bags are specified in the General Conditions of Carriage.
- Some tickets do not include any checked bag.

XL Airways France checks in your bag to the destination shown on your XL Airways France ticket. If you have a ticket with another airline in continuation to your XL Airways France flight for a destination other than the one indicated on your XL Airways France ticket, you must collect your bag and re-check it for your onward connection. You will therefore enter the territory of the country where your transit will take place. As a consequence, you must be in possession of the travel documents required for entry into the territory of the country where our airline will transport you, that is, the country from where you will transit, in addition to the ones required for entry into the territory of your final destination.

Except for certain infant tickets, the baggage allowance always includes one piece of cabin baggage within the size and weight limits specified in the General Conditions of Carriage.

6. Animals

- The carriage of animals is subject to our prior approval and to the payment of the applicable fee for the carriage of your animal. Service animals are carried free-of-charge.
- The list of animals accepted on our flights and the applicable restrictions to their carriage are stated in the General Conditions of Carriage.
- Even if we have agreed to carry an animal, if the conditions of carriage specified in the General Conditions of Carriage are not met on the day of the flight, your animal will not be carried. If you are not responsible for this non-compliance, it may be carried on another flight free of charge, or you will be reimbursed.

IV. PRICES AND PAYMENT

1. The prices offered are only guaranteed once full payment has been received, or, as the case may be, after a booking reference has been issued. If you book without paying for your ticket within the specified time limit, we may cancel your booking.
2. The fare corresponds to a journey from the airport of departure to the airport of arrival, as indicated on the ticket, in the travel class booked. All other transports and services are not part of the contract. The fare is that applicable to your journey at the time of booking, for the dates and travel class requested and for the number of people indicated in your request. If the conditions of your fare so allow, you may change your date of travel, but this may be subject to an additional charge.
3. The fare is based on the information you supply and you must provide the necessary supporting documents to prove your eligibility for the fare selected.
Some examples (not an exhaustive list):
If you purchase a ticket for a child aged under two years, you must provide proof of the child's age. If you do not do so, you may have to pay the fare applicable on the day of travel.
If you pay a group rate and your group is reduced in size such that you no longer meet the conditions to benefit from this rate, each ticket-holder must pay the additional price applicable on the day of travel.
4. Some services are optional. If you wish to subscribe to optional services, you are to pay the fare applicable to the option purchased.
5. Fares include airport taxes and other charges related to air transport known on the date of purchase, as well as any charges added by the airline (the "Carrier Imposed Charges" such as YQ). These are generally identified separately on the ticket. Some taxes, in particular exit taxes, are not included. These are payable at your destination, in the local currency or in US dollars.
6. Service fees apply to your purchase. These are detailed in Annexe 1 for sales made via our distribution channels. If you purchase tickets from sellers not accredited by us, these sellers may apply different service charges. Find out what these charges are before starting the booking process with them.
 - 6.1. For sales made via the websites or via our call centers, the service charges payable per person are included in the price published on the websites.
 - 6.2. The service charges applicable to sales made via call center are higher than those applicable to sales made via the websites, and the final fare to be paid booked by phone may therefore be higher than the published fare; Refer to Annexe 1.
7. We collect taxes and charges on behalf of States, authorities and airports (YQ taxes shall not be considered a tax or a charge). These taxes and charges are paid to these States, authorities and airports in their entirety. They may be revised at any time without prior notice, even after you buy your ticket. By accepting the General Conditions of Sale, you consent to such revisions.
8. If you do not travel and your ticket is no longer valid, only the individualized taxes and charges will be refunded to you upon request. Refund should take place within 30 days from the receipt of the request. Depending on your destination, some charges or taxes are not refunded (see Annexe 2). Only the taxes and charges which are collected because of the passenger boarding will be refunded. Costs may apply. They will be automatically deducted from the refund. Costs will not exceed 20% of the refund.

- a. Terms of refund request for purchases made on our websites or via our call centers:
If you purchased your carriage on one of our websites, the refund request can be made at www.xl.com/en/contact-us - Refund of taxes. The online application is free of charge (excluding the internet connection fees that remain your responsibility). You can also apply by mail to XL Airways France, Customer Relations Department BP13760, 95727 Charles de Gaulle Airport Cedex - France.
- b. Refund request terms for purchases made through traditional or online travel agencies:
If you have not purchased your transport on one of our websites or at one of our telephone reservation centers, you must ask your agency to make a request for refund of taxes. The refund is then made to your agency which then has the responsibility to pay you the amount refunded by our company.
9. You must pay the fare, Carrier Imposed Charges and the taxes, duties, charges and supplements in the currency of the country in which the ticket was issued, unless we indicate at or before the time of payment that you must use another currency. We may decide to accept payment in another currency.
10. If you use a payment card issued by a foreign bank, this bank may apply additional conversion charges.
11. The order of use of the flight coupons governs the pricing of each ticket. The coupons must therefore be used in sequential order (coupon 1 must be used before coupon 2, etc.).
- 11.1. If the coupons are not used in sequential order, we will recalculate the fare applicable to your new itinerary and you may then be required to pay the additional charge applicable to the route you actually followed. (if your ticket is non-exchangeable, you will not be allowed to change the sequential order of the coupons, your ticket will be lost and you will have to buy a new ticket). If your ticket is changeable:
- The price can be higher to the price initially paid
 - and if you refuse to pay the additional fee applicable to your new journey, you will not be allowed to board. You will, however, still be entitled to use your ticket if you follow the initial route on the date shown on your ticket.
- 11.2. To change the order in which coupons are used, you must contact us by telephone no later than 48 hours after the departure time of the flight that has not been used and pay the contingent additional fee and service charges (please call our call centers during their opening hours). If we find that coupon 1 has not been used and you have not contacted us within the allotted time, coupon 2 is canceled. If you contact us after the deadline, subject to availability of seat, coupon 2 may nevertheless be issued again, perhaps subject to the payment of the additional fee as well as the service charge.
- 11.3. Example: you buy a ticket consisting of coupon 1: Paris CDG – New York EWR and coupon 2: New York EWR- Paris CDG. You will not be able to travel on the New York EWR - Paris CDG flight until you have flown on your Paris CDG- New York EWR flight. If you have not traveled on the flight Paris CDG - New York EWR, and subject to your initial ticket being changeable, you must contact us within 48 hours after the departure time of the flight that has not been used (time shown on the ticket) to ensure that you keep your booking on the flight New York EWR - Paris CDG. You will have to pay the applicable fare for the trip you wish to take. If you do not contact us within the time limit, your transportation on the New York EWR - Paris CDG route is canceled and you take the risk that the place is sold.
12. The only payment cards accepted are Visa and Mastercard.
13. When you pay, and when you check in at each airport of departure, we may require you to show us:
- 13.1. A copy or the original of the payment card used to pay for your ticket;
 - 13.2. A copy or the original of the identity document of the holder of the payment card;
 - 13.3. A declaration from the card-holder confirming authorization to use his/her card to purchase the ticket concerned.
- If you are not able to provide these documents, the ticket may not be issued or we may deny your boarding.
14. When a cash payment is made, additional fees and / or commissions may apply. They are at your expense. We do not accept payments by check.







V. CHARACTERISTICS, MODIFICATION, REFUNDING AND CANCELLATION OF TICKETS

1. Right of withdrawal:
You do not have the right to withdraw from the purchase of your tickets nor from services ancillary to your carriage (including additional services).
2. We offer several groups of fares: ECO BASIC and ECO PLUS fares. The services included in the ticket and the characteristics of the ticket depend on the fare family. For some specific operations, we offer fares that are not ECO BASIC or ECO PLUS fares.
3. In the case of a combination of different groups of fares, the respective conditions of each fare apply. Example: you choose an ECO BASIC ticket one way and an ECO PLUS ticket for your return. If you decide not to travel and you cancel your trip more than 12 hours before the return flight, you will not be able to get a refund of the one-way ticket (some taxes are refundable). However, the return ticket can be refunded provided that you paid the fees stated in the General Conditions of Sale.
4. In general, the characteristics of these groups are as follows:







A. ECO BASIC and ECO PLUS Comparison

	ECO BASIC	ECO PLUS
Cabin bag	✔ One piece of cabin bag with a maximum weight of 10 kg within the size limits authorized by XL Airways and one accessory	✔ One piece of cabin bag with a maximum weight of 10 kg within the size limits authorized by XL Airways and one accessory
Checked bag	€ No checked bag included in this fare. Checked bag is available with an additional fee	✔ One piece up to 23 kg max included. This item shall not exceed the size limits authorized by XL Airways
Hot meal	✔ Hot meal included (exclusive of special meals)	✔ Hot meal included (exclusive of special meals)
Advanced Seat Selection	€ Advanced Seat Selection with additional charges (free standard seat assignment at the airport)	✔ Advanced Seat Selection included
Modification	€ Ticket change permitted at the latest 12 hours before each departure. In that case, in addition to the potential fare difference, modification fee applies as follows EUR 100/USD 120 per coupon. No change possible less than 12 hours before the flight departure	€ Ticket change permitted at the latest 12 hours before each departure. In that case, in addition to the potential fare difference, modification fee applies as follows EUR 60/USD 70 per coupon. No change possible less than 12 hours before the flight departure
Refund or cancellation procedure	✘ Non-refundable (except for refundable taxes)	€ Ticket is refundable at the latest 12 hours before each departure with EUR 130€/150 USD per coupon and per ticket. Past this deadline, the coupon concerned is no longer refundable (except for refundable taxes).







B. Services and characteristics of ECO BASIC fare

	ECO BASIC	Observations	Restrictions/fares
Cabin bag	 One piece of cabin bag with a maximum weight of 10 kg and within the size limits authorized by XL Airways and one accessory	For each passenger (including infants who do not have a seat), a piece of bag up to 10 kg and an accessory (eg: laptop bag or attaché case or small backpack or camera bag or handbag) is included per passenger. These items shall not exceed the size limits authorized by XL Airways	Cabin bags which are non-compliant or which exceed the number allowed may be carried in the hold subject to the payment of the price applicable to checked bags.
Checked bag	 No checked bag included in this fare. Checked bag is available with additional charges	Infants not traveling on a seat are allowed one free piece of checked bag up to 10kg. A maximum of 5 bags per passenger is allowed. In total, these 5 bags must not exceed 115 kg per passenger.	Prices for the carriage of checked bags are determined by the point of purchase : through our call centers, on our websites, through a travel agency or at the check in desk on the day of departure. Prices are indicated at article VI.5 of these General Conditions of Sale.
Hot meal	 Hot meal included (except for special meals)		Rates for special meals are listed in Paragraph VI.5. of the General Conditions of Sale.
Advanced Seat Selection	 Advanced Seat Selection with additional charges. (free standard seat assignment at the airport)	A standard seat will be assigned at no extra cost at check-in desk on the day of departure. Advanced Seat Selection is available with extra charges.	Advanced Seat Selection rates are indicated in Paragraph VI.5. of the General Conditions of Sale.
Modification	 Ticket change permitted at the latest 12 hours before each departure. In that case, in addition to the potential fare difference, modification fee applies as follows EUR 100/USD 120 per coupon. No change possible less than 12 hours before departure of the flight		Ticket can be modified up to 12 hours before the departure of the flight concerned, subject to the payment of the change fee of 100 EUR / 120 USD per flight coupon. In all cases, in addition to the booking modification fee, any change may result in additional fare if the initial booking class is no longer available on the new flight selected. The price is applicable for the dates indicated and entitles the holder to be transported only in the order of use of the coupons. Non-compliant ticket use entails the payment of a fare supplement and a re-issue fee of 100 EUR / 120 USD.
Refund or cancellation procedure	 Non-refundable (except for refundable taxes)		

C. Services and characteristics of ECO PLUS fare

	ECO PLUS	Observations	Restrictions/Fares
Cabin bag	 One piece of cabin bag with a maximum weight of 10 kg within the size limits authorized by XL Airways and one accessory	For each passenger (including infants who do not have a seat), a piece of bag up to 10 kg and an accessory (eg: laptop bag or attaché case or small backpack or camera bag or handbag) is included. These items shall not exceed the size limits authorized by XL Airways	Cabin bags which are non-compliant or which exceed the number allowed may be carried in the hold subject to the payment of the price applicable to checked bags.
Checked bag	 One piece up to 23 kg included. This item shall not exceed the size limits authorized by XL Airways	Infants not traveling on a seat are allowed one free piece of checked bag up to 10kg. A maximum of 5 bags per passenger is allowed. In total, these 5 bags must not exceed 115 kg per passenger.	Prices for the carriage of checked bags are determined by the point of purchase : through our call centers, on our websites, through a travel agency or at the check in desk on the day of departure. Prices are indicated at article VI.5 of these General Conditions of Sale.
Hot meal	 Hot meal included (except for special meals)		Rates for special meals are listed in Paragraph VI.5. of the General Conditions of Sale.
Advanced Seat Selection	 Advanced Seat Selection for standard seats is included	Advanced Seat Selection for standard seats is included. Advanced Seat Selection of another category of seats is available with extra charges.	Rates for special meals are listed in Paragraph VI.5. of the General Conditions of Sale.
Modification	 Ticket change permitted at the latest 12 hours before each departure. In that case, in addition to the potential fare difference, modification fee applies as follows EUR 60/USD 70 per coupon. No change possible less than 12 hours before departure of the flight		Ticket can be modified up to 12 hours before the departure of the flight, subject to the payment of a change fees of 60 EUR / 70 USD per flight coupon. In addition to the booking modification fee, any change may result in additional fare if the initial booking class is no longer available on the selected new flight. The price is valid for the dates indicated and entitles the holder to transport only in the order of use of the coupons. Non-compliant ticket use entails the payment of a fare supplement and a re-issue fee of 60 EUR / 70 USD.
Refund or cancellation procedure	 Ticket is refundable at the latest 12 hours before each departure with EUR 130€/150 USD per coupon and per ticket. Past this period, the coupon concerned is no longer refundable (except for refundable taxes)		Ticket is refundable at the latest 12 hours before each departure with EUR 130€/150 USD per coupon and per ticket. After this period, the coupon concerned is no longer refundable (except refundable taxes)

D. Services and characteristics of tickets sold on the Paris - Nice route

	Paris – Nice Route	Observations	Restrictions/Fares
Cabin bag	 One piece of cabin bag with a maximum weight of 10 kg within the size limits authorized by XL Airways and one accessory	For each passenger (including infants who do not have a seat), a piece of bag up to 10 kg and an accessory (eg: laptop bag or attaché case or small backpack or camera bag or handbag) is included. These items shall not exceed the size limits authorized by XL Airways	Cabin bags which are non-compliant or which exceed the number allowed may be carried in the hold subject to the payment of the price applicable to checked bags
Checked bag	 One piece up to 23 kg included. This item shall not exceed the size limits authorized by XL Airways	Infant not traveling on the seat are allowed one free piece of checked bag up to 10kg. Additional bags may be purchased at any time between reservation and check-in. The number of bags carried in total by a single passenger is limited to 5. These 5 bags must not exceed 115 kg in total.	Prices for the carriage of checked bags are determined by the point of purchase : through our call centers, on our websites, through a travel agency or at the check in desk on the day of departure. Prices are indicated at article VI.5 of these General Conditions of Sale.
Hot meal	 No hot meals included on this route		
Advanced Seat Selection	 Advanced Seat Selection with additional charge (free standard seat assignment at the airport)	A standard seat will be assigned at no extra cost at check-in desk on the date of departure. Advanced Seat Selection is available with extra charges	Advanced Seat Selection rates are available in Paragraph VI.5. of the General Conditions of Sale
Modification	 Non exchangeable		
Refund or cancellation procedure	 Non-refundable (except for refundable taxes)		

E. Other fares

Family discounted fares ECO BASIC

Discounted fares apply for ECO BASIC groups:

- For infants (up to 2 years). The reduction is different if they occupy a seat or travel on a seat assigned to them;
- For children from 2 years up to 12 years of age but only in reservation classes V / A / H / T / W / L / M / Q / O. The reservation classes E / U / X / P / R do not give rise to reduction for children from 2 to 12 years;
- For passengers between the ages of 12 and 25 on flights to / from the French Antilles and Reunion Island, and only in booking classes V / A / H / T / W / L / M / Q / O. The discount cannot be combined with any other sales promotion;
- For senior passengers aged 60 or over on flights to / from the French Antilles and Reunion, and only in booking classes V / A / H / T / W / L / M / Q / O. The discount cannot be combined with any other sales promotion.

Discounted fares for ECO PLUS groups :

Reduced rates apply to ECO PLUS tickets:

- For infants (up to 2 years). The reduction is different if they occupy a seat or travel on a seat assigned to them;
- For children from 2 years up to 12 years of age but only in Y / S / K / V / A / H / T / W / L / M / Q / O reservation classes. The reservation classes E / U / X / P / R do not give rise to reduction for children from 2 to 12 years;
- For passengers aged 12 to 25 on flights to / from the French West Indies and Reunion Island, and only in booking classes Y / S / K / V / A / H / T / W / L / M / Q / A. The discount cannot be combined with any other sales promotion; Booking classes E / U / X / P / R do not give rise to discount for passengers aged 12 to 25
- For senior passengers aged 60 or over on flights to / from the French West Indies and Reunion Island, and only in booking classes Y / S / K / V / A / H / T / W / L / M / Q / A. The discount cannot be combined with any other sales promotion. The E / U / X / P / R booking classes do not give rise to a discount for senior passengers from the age of 60.

Discounted fares on the Paris - Nice line

Only infants (up to 2 years) have a reduced rate. The reduction is applicable only if the baby does not occupy a seat.

5. Modification, refund or cancellation procedure

- 5.1. If your fare so allows, you may cancel or modify your ticket via the call centers (refer to article I.1.3) or the email address: www.xl.com/fr/contactez-nous (or in English version: <https://www.xl.com/en/contact-us> and from the USA <https://www.xl.com/us/contact-us>).
- 5.2. We recommend our customers to take out an insurance policy. If the Customer has purchased optional insurance, he / she must comply with the applicable terms and conditions contained in the general and specific conditions of the insurance policy.
- 5.3. Refund: The expenses imposed by the company (including the identified surcharge YQ) are refundable only when the rate is refundable. The service charges (unless the cancellation is the result of the Seller) and / or the insurance or assistance fees are not refundable regardless of the ticket group.
- 5.4. There will be no refund after the expiry date of the ticket. Certain taxes and individualized taxes will be refunded upon request when you have not boarded (including non-refundable tickets) - Note: For non-refundable tickets, the identified YQ surcharge is not refundable.
- 5.5. Refunds are made in the currency in which the ticket was purchased.
- 5.6. Refunds are made to the payment card used to make the purchase. The bank that issued the card may deduct the charges from refund that remain your responsibility. Any such charges will be borne by you. Exchange rate variations may also occur. The amount that you receive as a refund may therefore be less than the price that you paid. These costs will be borne solely by you. If the credit card holder authorizes us, we may refund the ticket holder. Any payment to one or the other of these holders results in the cancellation of any other refund request.

- 5.7. If a ticket has been presented to us or to a country's immigration authorities as proof of departure from the country concerned, we may refuse to reimburse you for it, unless you provide us with sufficient proof to establish (i) your right to remain in the country to which we carried you, or (ii) that you will be leaving with another carrier. We may demand that you provide us with a declaration of honor confirming your intention to leave the country to which we have carried you.

VI. SALES OF ADDITIONAL SERVICES

If available, the following terms and conditions set out below apply to the sale of any additional service but XL AIRWAYS FRANCE has no obligation to deliver these services.

1. Conditions specific to the purchase of an additional service

- 1.1. The prices applicable to additional services are those in effect on the date of purchase of the additional service in question.
- 1.2. Additional services may be available on the aircraft of XL AIRWAYS France or the airlines to which it subcontracts.
- 1.3. An additional service is not a check-in system and does not replace check-in.
- 1.4. All purchases of additional services are final and definitive. They are not exchangeable, refundable (except in the event of non-performance by the airline) or modifiable. They are valid solely for a named beneficiary and are not transferable.
- 1.5. All optional services must be booked and paid for simultaneously, in advance and at the latest 73 hours before the departure of the flight for which you have a ticket. After this time, the Services can no longer be booked.
- 1.6. Modifications are not possible. In the event of modification or cancellation on your part, the full price shall be payable.
- 1.7. Each additional service may only be used for the flight for which it was purchased. A change of flight (cancellation or postponement of travel to a different date or time) initiated by you or by the people for whom the additional service was purchased shall not entitle you to claim a refund or to transfer the service onto another flight.

2. Advanced Seat Selection on an XL Airways France flight:

At check-in, you will be assigned a seat free of charge. However, you may wish to select a specific seat in advance. The following provisions apply to this additional service.

A "Duo Seat" is a rear seat with only a single seat at its side.

A "First-Row Seat" is a seat identified as such at the time of booking, with extra legroom compared to the other seats in the cabin in the same travel class.

An "Exit Seat" is a seat located close to the aircraft's emergency exits. It is identified as such at the time of booking and is subject to restrictions regarding booking and use.

A "Standard Seat" (window, central or aisle) is a seat chosen by the customer which does not qualify as a First-Row Seat and an Exit Seat.

A "leg" is a one-way flight operating under an XLF or SE flight number. Example:

- A flight from Paris CDG to Miami is a leg
- A flight from New York EWR to Paris CDG is a leg.

"WCH" passengers are passengers requiring the use of a wheelchair, be it temporarily or permanently.

2.1 Booking conditions

- 2.1.1. Some seats cannot be booked. Only some flights run by the airline offer this service. This additional service is offered subject to the selections already made and the restrictions attached to each seat.
- 2.1.2. With the exception of window, central or aisle seats or Standard Seats, which are assigned free-of-charge, Advanced Seat Selection at check-in may give rise to the charges specified in the General Conditions of Sale.

2.1.3. Advanced seat selection cannot be considered as an upgrade service.

2.1.4. Bookings are made online, except for selections of (i) seats with room for a cradle or (ii) seats for:

- Children aged under two years on the date of the flight,
- Persons with limited mobility, including WCH, and/or
- Unaccompanied minors, and

which can be booked at www.xl.com/contact until four (4) days before departure, or by phone to the call center from Monday to Friday from 9am to 4pm only (Paris (France) time).

The booking is only valid once you have received confirmation of the Service, sent by email to the address of the person who made the request.

2.1.5. Booking is only available for the class of travel purchased under the contract of carriage. (For example, if you are traveling in economy class, you can only book a seat in economy class).

2.1.6. If you are upgraded free-of-charge on board, you will not be refunded.

2.1.7. If you have already purchased the Advanced Seat Selection service in economy class and you also purchase an upgrade, the price of the Advanced Seat Selection service will be refunded for each person upgraded. You must send your request to www.xl.com/contact. Subject to availability and operating restrictions, we will endeavor to assign you a seat in a similar position to the one you initially pre-booked, but this cannot be guaranteed.

2.1.8. Seats are assigned to named individuals and cannot be transferred to other passengers.

2.1.9. All purchases of additional services are final and definitive. If you choose to travel on another flight, your Advanced Seat Selection may not be transferred onto another flight and you will not be refunded.

2.1.10. If you do not pay the amounts owed and, as a consequence, we cancel your ticket, the price of the Advanced Seat Selection will not be refunded.

2.2. Conditions of performance

2.2.1. Seat numbers are disclosed for information only. Without any right for a refund, a seat with a different number but complying with your requirements may be granted as an alternative.

2.2.2. Pursuant to the conditions of the contract of carriage reproduced on the airplane ticket or in the XL Airways France General Conditions of Carriage, the airline may, without prior notice, use other aircraft, including those of other airlines. Consequently, if the airplane changes, we will endeavor to assign you a similar seat. In such an event, there will be no refund for the Advanced Seat Selection service. If this is not the case on request at www.xl.com/contact, we will refund the cost of the improperly-performed service.

2.2.3. Despite your seat reservation, we may refuse to assign pre-booked seats due to an Act of God, for security or safety reasons or due to operating constraints not foreseen at the time of sale. If this happens, we will do our best to assign you a similar seat. In such an event, there will be no refund for the Advanced Seat Selection service. If this is not the case, on request at <https://www.xl.com/en/contact-us>, we will refund the cost of the improperly-performed service.

2.2.4. You must show up for check-in at least thirty (30) minutes before the check-in deadline stipulated on the notification or any other document. If you show up after the check-in deadline, you will not be allowed on the flight and may not request a refund for the Advanced Seat Selection service. If you do not travel and/or one or more people for whom the Services were purchased do not show up, you will not be refunded.

2.2.5. Operating restrictions

- a. When you book a seat, you must read the operating restrictions applicable to that seat and expressly declare that the person who will occupy the seat meets all the requirements. In such cases, you act as an agent for the person who will

occupy the seat and this person is bound by the General Conditions of Sale and by the General Conditions of Carriage. You therefore guarantee for and on behalf of this person that he/she will comply with the operating restrictions and with the General Conditions of Sale and General Conditions of Carriage.

- b. If the person occupying a seat does not meet the applicable conditions on the day of the flight, we will assign him/her a different seat and no refund will be given (e.g. for safety reasons, seats at the emergency exits cannot be assigned to children. If a seat has been purchased for a child, the child and the adult accompanying him/her will be moved and will not be entitled to a refund).
- c. The operating restrictions applicable to certain seats and certain passengers are detailed below as a guide. The operating restrictions applicable to each seat are detailed at the time of booking. The list below is not exhaustive.

Seats at emergency exits: passengers who fall into one of the excluded categories detailed below may not be assigned such seats:

- Passengers with temporarily or permanently limited mobility (including deaf, blind and partially-sighted people and passengers with physical or mental disabilities);
- Minors who have not reached their sixteenth birthday (including infants), whether accompanied by an adult or not;
- A corpulent passenger (waist circumference greater than 135 cm) who may hinder access to the emergency exits;
- Pregnant women;
- A passenger traveling with an animal in the cabin;
- A passenger who is afraid of flying;
- A passenger who has been arrested and/or is being returned to his/her country of origin;
- A passenger who is not proficient in French or English.

Only seats immediately next to a window may be pre-booked by passengers with WCH status except on flights to which 14 CFR Part 382 applies.

We recommend that corpulent passengers seek advice from us before pre-selecting their seat or purchasing a second seat.

2.3. Refunds/Liability:

- 2.3.1. If you do not comply with these General Conditions of Sale or the General Conditions of Carriage, you will not be reimbursed for any services not performed.
- 2.3.2. Complaints: While on board, you must speak to the crew in order to remedy any failure to provide a service you have paid for. If the error cannot be remedied on board, you may make a complaint to us at www.xl.com/contact. If you do not, then your complaint cannot be processed and you will not be refunded.
- 2.3.3. Some passengers may be offered a service free-of-charge. If this service is canceled or remains fully or partially unperformed, the passenger shall not be entitled to any refund.
- 2.3.4. Subject to the provisions of these General Conditions of Sale, where a service paid for is not performed, we will refund part or all of the amounts you have paid us in this respect, according to whether the service was performed partially or not at all. The refund will be made to the person who paid for the Service.

3. Sale of Excess Bag

- 3.1. Each ticket entitles the passenger to carry the number of items of bag included in the stated baggage allowance. The additional service "Excess Bag" allows you, before the check-in deadline, to purchase the right to carry additional items of bag or additional weight.

- 3.2. All purchases of excess bag are final and definitive. For distance purchases a receipt will be sent to the email address specified during your purchase. At check-in, a receipt will be delivered to you.
- 3.3. At check-in, you must provide the receipt for your excess bag purchase in order to benefit from the additional allowance.
- 3.4. If you wish to make a complaint, see the General Conditions of Carriage. If you do not make a complaint in accordance with these conditions, then your complaint cannot be processed and you will not receive any refund.
- 3.5. Once your bag has been checked in, our responsibility for it is determined by the applicable international conventions and by the General Conditions of Carriage of XL Airways France.
- 3.6. Customers who are upgraded on board shall not be entitled to a refund for any additional services purchased.

4. Sale of Meals

- 4.1. Each ticket entitles the passenger to the on-board services applicable to the relevant flight if any. However, you may choose to buy a different meal which may be served on board.
- 4.2. Sale of Meals is only available from certain airports. Please, contact us.
- 4.3. Purchase of meal is only available through our website (except for China) or via one of our call centers established in France, USA and Israel.
- 4.4. Purchase of Meal shall be booked and paid in advance and simultaneously at least 73 hours before the departure of the flight on which you wish the meal to be served. After that time, purchase of meal is no longer available.
- 4.5. Purchase of meal is final and definitive. If you change your flight, the purchased Meal cannot be transferred onto another flight and you will not be refunded.
- 4.6. The purchased meal replaces the standard meal served to other passengers without any refund.
- 4.7. Purchase of Meal cannot be considered as an upgrade service.
- 4.8. For distance purchases, a receipt will be sent to the email address specified during the purchase process. Meals cannot be purchased at check-in.
- 4.9. If you owe us money, your flight ticket may be canceled and no refund will occur for the purchase of Meal.
- 4.10. Complaints: While on board, you must refer to the crew in order to remedy any failure to provide a service you have paid for. If the error cannot be remedied on board, you may make a complaint to us at <https://www.xl.com/en/contact-us>.

5. Prices of additional services

5.1. Price list for pre-seat assignment per seat and per leg

SEAT TYPE	PRICE PER SEAT AND PER LEG – APPLICABLE TO THE ECO BASIC AND THE ECO PLUS	
Front or exit row seats	USD 55 – middle, window or aisle seat	
Duo seats	USD 33 – window or aisle seat	
Standard seats (middle, window or aisle)	USD 17 for ECO BASIC fares	Free for ECO PLUS Fares

SEAT TYPE	PRICE PER SEAT AND PER LEG – APPLICABLE TO FLIGHTS FROM AND TO NICE	
Front or exit row seats	USD 22 – middle, window or aisle seat	
Duo seats	USD 22 – window or aisle seat	
Standard seats (middle, window or aisle)	USD 11 – middle, window or aisle seat	

5.2. Prices applicable to purchases of excess bag per leg and made online

The purchase of the "Excess bag" Additional Service shall **in no event** include bag insurance or a special declaration of interest.

TYPE OF SERVICE	PRICE PER BAG ¹ AND PER LEG (additional and optional purchase)			
	ECO BASIC fare		ECO PLUS fare	
	Online, over the phone or via travel agency	At airport check-in desk	Online, over the phone or via travel agency	At airport check-in desk
First bag	USD 50 ¹	USD 75 ¹	USD 0 (included in Economy Plus fares)	USD 0 (included in Economy Plus fares)
Additional bag ²	USD 80 ^{1 & 3}	USD 115 ^{1 & 3}	USD 80 ^{1 & 3}	USD 115 ^{1 & 3}

¹ Such rates are only available for standard bags weighing 23 kilos or less (Except for flights from China to Paris CDG: 15 kg). Specific fares apply for pets, non-standard bag or sports equipment. The purchase of extra bags for such items is not available online: Please check our General Conditions of Carriage.

² The number of pieces of bag transported in full on behalf of a single passenger is limited to 5. These 5 pieces of bags must not exceed 115 kg in total. Bag items of over 32kg are refused for transport. If one of your bags weighs more than 23 kilos, you will have to pay USD 11 per excess kilo. Limits in weight and dimensions also apply for each piece of bag. Please check our General Conditions of Carriage.

³ Such prices also apply to checked bags on Paris – Nice route.

5.3. Prices applicable to the purchase of Meal per leg

MENU	PRICE PER MEAL AND PER LEG (additional and optional purchase online) ¹
Kosher meal	20 USD (Drink not included)
Gourmet meal (collection of International Cuisine)	26 USD (choice of 1 drink included: wine, beer or soft drinks)
Child meal	11 USD (Drink not included)
Muslim meal	20 USD (Drink not included)
Gluten Free meal	20 USD (Drink not included)
Vegetarian / Vegan meal	15 USD (Drink not included)

¹ the prices provided above is only available for purchases made online and with call centers established in France, USA, and Israel

VII. COMPLAINTS AND REFUNDS

1. We may have a presence on social networks (Twitter®, Facebook®, etc) but complaints submitted via social networks will not be processed.
2. Our responsibility with regard to the flight is governed by international conventions, which impose an obligation on you to make your complaint within a certain time limit. These time limits are set out in the General Conditions of Carriage, to which you should refer.
3. In any event, if you owe us money, no refund will occur.
4. For any claim, you agree to personally contact XL Airways France's Customer Relations Department (www.xl.com/contact) before requesting the intervention of a third party to represent you (associations, collection company, lawyer), Or before bringing an action before the courts. The purpose of this clause is not to limit your right to a legal remedy but to ensure that the quickest and least expensive option for both parties can be tried first. In return, we undertake to send you a detailed response within 60 days of receipt of your complaint.
5. After entering the Customer Relations Department of XL Airways France and failing a satisfactory reply within 60 days, you can contact the Tourism and Travel Mediator, whose contact details are: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17 - France; The details of the referral are specified on the site: www.mtv.travel.
6. In addition, the European Union has set up an online platform to facilitate the handling and friendly resolution of cross-border disputes. Complaints can be filed here: <http://ec.europa.eu/odr>. Nevertheless, we invite you to join our Customer Relations department.
7. If you have made a flight to or from the United States, you have the option of filing a claim with the US Department of Transportation, By mail: Aviation Consumer Protection Division, C-75, U.S Department of Transportation, 1200 New Jersey Ave., Washington, DC 20590 or here: <https://www.transportation.gov/airconsumer>

VIII. PARTNERSHIPS

We are partnered with sites that provide the specific services listed in the Partnership tabs of our sites.

We therefore provide access through our websites to the booking engines of our partners, identified below, and put you in touch with them. During the flight, you can also buy or book products and services. Any purchase or booking made directly with this partner is therefore subject exclusively to the partner's conditions of sale. These services are totally distinct and do not form part of the contract of carriage and these General Conditions of Sale .

1. Insurance

In some cases, we offer you to purchase insurance coverage from an insurance company.

These coverages are offered by Europ Assistance hereinafter defined "the Insurer".

By offering insurance, we put you in touch with the Insurer. Purchase of insurance by us can only take place simultaneously with the purchase of your ticket. Any subsequent subscription to your purchase is not possible.

When you purchase insurance, before confirming your purchase, you agree to the Insurer's general insurance and assistance provisions and this purchase will certify that each insured person, the "Insured", is domiciled in France and that the journey does not exceed 90 days.

To find out how to make a claim or claim assistance, we recommend that you print and keep with you and throughout your trip the general Insurance and Assurance provisions of the Insurer that contain Essential information on the guarantees subscribed and the emergency numbers to be contacted in case of accident or hospitalization. Insurance premiums are not refundable, in whole

or in part, even in the event of cancellation or modification of the ticket before or after your departure. However, under the conditions stipulated by the article L112-10 of the Insurance Code, you have a period of 14 calendar days from your purchase to waive this insurance, without penalty or fees if you justify coverage for one of the risks covered by the insurance subscribed by us.

2. Entertainment on board

By offering on-board entertainment services, we put you in touch with our partners. In case of complaints, you must contact these partners directly.

The individual entertainment offer via the "XL Cloud" application is offered by the Spanish company Immfly S.L., whose registered office is located in Carrer de Jerusalem, 1-3, Hospitalet de Llobregat, Barcelona, Spain. The application "XL Cloud" is an application of Immfly S.L., it is available on your personal terminals (computer, tablet, smartphone). In order to benefit from services, Immfly S.L. collects your personal data. You will have to accept the privacy policy of this company to be able to benefit from the services of individualized entertainment on board. The prices of the offer of entertainment of the company Immfly S.L. are indicated on our website www.xl.com.

The SkyLights 3D immersive glasses are owned by SkyLights SARL, a company registered under the number 809 577 133 and not the registered office at 231 rue Pierre and Marie Curie, Vallée de l' IOT, 31670 Labège, France. The "SkyLights" immersive 3D glasses are rented by the French company Dutyfly Solutions SAS, whose head office is located in Roissy-en-France (95), 6 rue du Meunier BP17014 95722 Roissy CDG Cedex. The prices of the site of the 3D immersive glasses "SkyLights" are indicated on our website www.xl.com.

TYPE OF SERVICE	PRICE PER SERVICE AND PER LEG
Premium Pack XL Cloud	9,95 euros
Immersive headset Skylights	15 euros

IX. DATA PROTECTION

The information that concerning you and every information communicated through our websites www.xl.com/fr; www.xl.com/en; www.xl.com/us (desktop or mobile) or concerning others persons (such as persons to alert, depositor on departure or hosting on arrival for unaccompanied minors) are collected during your browsing (when you accepted cookies), any contact, reservation, conclusion of carriage contract, check in, any operation link to the contract of carriage or to the carriage itself are collected for the purpose of the management of relationship with you, of management of reservations, execution of carriage contract and additional services, information of your relatives in case of incident, the customer relationship monitoring, commercial prospecting products and/or similar services to those you have contracted with us, as well as the prospecting by our partners when you consented.

Personal Data processing is carried out by XL Airways France as a controller. When you subscribe to a carriage or if you accepted to receive messages from commercial prospecting, we will sent to you, unless opposition from your part, electronic messages of information relating to similar products or services to those you have contracted with us. You can also accept to receive prospecting messages of our partners and you can oppose to them at any time.

The information are intended for our services as well as the recipients concerned by services subscribed, these recipients include, particularly the authorities of destination countries, of over flight and/or transit which require it.

XL Airways France may have to transfer data to a third country to the European Union as part of its activities, with the adoption of appropriate guarantees.

The information communicated is retained during the time corresponding to the management of our relationship and the issuing of services. Others retention period apply when you booked a carriage. Refer to General Conditions of Sale and General Terms and Conditions of Carriage.

In accordance with General Data Regulation, you have a set of rights concerning your Data that you can exercise at any time with XL Airways France.

For more information, please consult our Privacy policy (<https://www.xl.com/us/confidentiality-policy>). To contact us concerning the personal data processing or unsubscribing to the commercial prospecting, please contact <https://www.xl.com/us/contact-us> - Section: personal data.

a) Partner sites

You may, using the hyperlinks on the site or having been redirected, access partner sites that are not governed by these data protection provisions. You should therefore examine the rules applicable to the use and disclosure of the information you have provided on these sites.

X. LEGAL PROVISIONS AND APPLICABLE LAW

1. Proof

It is expressly agreed that, unless we have committed a manifest error, the data kept in our information systems and those of our contractors, and particularly in the e-mail tools we use, shall constitute proof of the orders made and the execution of both your and our obligations. The data that we keep on computerized or electronic media shall constitute proof and, if we produce them as evidence in any litigation or other proceedings, they shall be admissible, valid and binding as between you and us, in the same way, in the same conditions and with the same evidential weight as any document produced, received or kept in writing.

2. Partial validity

The total or partial nullity of any of the clauses in the General Conditions of Sale shall not render the other provisions or the contract as a whole null and void.

3. Indirect harm

Unless otherwise specified in the General Conditions of Sale or the General Conditions of Carriage, in the event of non-performance or incorrect performance of the contract, be it by you or by us, only direct harm to the other party will give rise to damages. Any indirect and/or consequential harm is excluded.

4. Compliance with laws

When non-performance or imperfect performance results from compliance with the law, a regulation or an international convention governing us or any of our contractors, neither we nor any of our contractors may be held liable.

French law, regulation or international convention that is in conflict with the General Conditions of Sale shall take precedence over them.

5. Applicable law

For the purposes of assessing their validity, their interpretation and their performance, these General Conditions of Sale and General Conditions of Carriage, as well as the contract of carriage, shall be governed by French law.

Annex 1: Service charges

- **Service charges per passenger and per ticket**

	ON THE WEBSITES		BY TELEPHONE	
	www.xl.com, www.xl.com/en	www.xl.com/us	French/Belgium call center	US/Mexican call center
ALL FLIGHTS	10 EUR	14 USD	15 EUR	21 USD

Cash payments may incur additional fees and / or commissions.

Annex 2: Nonrefundable charges and taxes

For flights from/to the United States, the charges and taxes set out below shall not be refunded unless your fare is refunded:

- IRS International Arrival Tax,
- IRS International Departure Tax,
- FAA Passenger Facility Charge